

2016-17

SCHOOL RESOURCE OFFICER AGREEMENT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT
AND
CITY OF FAIRFIELD**

R E C I T A L S

WHEREAS,

- A. The City is a municipal corporation located in the County of Solano, State of California, and has its principal place of business for purposes of Police Department services at 1000 Webster Street, Fairfield, California 94533.
- B. The District is a public school district in the County of Solano, State of California, and has its administrative offices located at 2490 Hilborn Road, Fairfield, CA 94534.
- C. The District desires to engage the services of the City to provide police services as described in this Agreement on each of its high school and middle school campuses, and the City desires to render such services on the terms and conditions set forth in this Agreement.
- D. California Education Code section 35160.1 authorizes a public school district to carry on programs, including the expenditure of funds for programs and activities which are necessary or desirable in meeting the district's needs and are not inconsistent with the purposes for which the funds were appropriated.
- E. The City's Police Department possesses the special experience, knowledge and expertise necessary for the performance of the special services required by this Agreement.

WHEREAS, the Parties recognize that in order to fulfill the District's obligation to deliver educational services to the children of the community it is essential that a safe school environment be maintained; and

WHEREAS, pursuant to Education Code 44807, District teachers are required to hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds and during recess; and

WHEREAS, pursuant to Education Code 44807 in carrying out their duties, District certified employees are legally privileged to exercise the same degree of

physical control over pupils that a parent would be privileged to exercise so long as the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning are not exceeded; and

WHEREAS, it is the intent of the Legislature of the State of California as expressed in Education Code 32280 that school districts work in cooperation with local law enforcement agencies, including local police departments among others, who may be interested in the prevention of campus crime and violence, to develop a comprehensive school safety plan which provides for strategies aimed at the prevention of, and education about potential incidents involving crime and violence on school campuses that address the safety concerns identified through a systematic planning process; and

WHEREAS, Education Code 32281 authorizes school districts to develop an action plan in conjunction with local law enforcement agencies for implementing appropriate safety strategies and programs; and

WHEREAS, as set forth in Education Code 32250 the Legislature has recognized that crime, including vandalism and violence, has reached an alarming level at school sites throughout California and has further recognized that there is a need for dealing with the complex problems of crime and violence at school sites and for developing effective techniques and programs to combat crime and violence at school sites; and

WHEREAS, the Legislature has created in the Department of Education, a School Safety and Security Resource Unit, which has as its function the provision of technical assistance to school districts which are developing and implementing programs to deal with crime and violence at school sites; and

WHEREAS, pursuant to Education Code 32261 the Legislature has recognized that all pupils enrolled in the state schools have the inalienable right to attend classes on campuses which are safe, secure and peaceful; and

WHEREAS, the Legislature further recognized that school crime, vandalism, truancy and excessive absenteeism are significant problems on far too many school campuses in the State; and

WHEREAS, as set forth in Education Code 32261, the Legislature has found and declared that the establishment of an interagency coordination system is the most efficient and long lasting means of resolving school and community problems or truancy and crime, including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code 32261, it is the intent of the Legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the

prevention of and education about potential incidents involving crime and violence on school campuses and that address the safety and concerns of local law enforcement and other interests in the prevention of school crime and violence; and

WHEREAS, pursuant to Education Code 32261, it is the intent of the Legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code 32262, the Legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of programs, policies, procedures and activities in furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code 832.2, it is the intent of the Legislature to ensure the safety of pupils, staff and the public on or near California's public schools by providing school peace officers with training that will enable them to deal with the increasing diverse and dangerous situations they encounter; and

WHEREAS, pursuant to Education Code 35183, the Legislature had found and declared that the children of California have the right to an effective public school education including the constitutional right to be safe and secure in their persons at school; and

WHEREAS, pursuant to Education Code 35183, the Legislature has further found that children in many of the State's public schools are forced to focus on the threat of violence and the message of violence continued in many aspects of our society, particularly reflected in gang regalia that disrupts the learning environment; and

WHEREAS, the Legislature has further found, as set forth in Education Code 35183, that weapons including firearms and knives have become commonplace upon even our elementary school campuses and that students often conceal weapons by wearing clothing such as jumpsuits and overcoats and by carrying large bags; and

WHEREAS, the Legislature has required the Office of Criminal Justice Planning in collaboration with the State Department of Education to develop a model gang violence, suppression and substance abuse prevention curriculum; and

WHEREAS, pursuant to Education Code 51268, the California State Department of Education is required by the Legislature to encourage school districts to avoid duplication of efforts with regard to education programs for the prevention of drug, alcohol and tobacco abuse through coordination of the local planning and implementation of State programs with local criminal justice and education agencies and other entities; and

WHEREAS, the United States Congress, in adopting the Federal Safe and Drug Free Schools and Communities Act of 1994, 20 USC of 7101 et seq., found as follows:

1. The widespread illegal use of alcohol and other drugs among the Nation's secondary school students and increasingly by students in elementary schools as well constitutes a grave threat to such students' physical and mental well being and significantly impedes the learning process.
2. Our Nation's schools and communities are increasingly plagued by violence and crime. Approximately three million thefts and violent crimes occur in or near our Nation's schools every year; the equivalent of more than sixteen thousand incidents per school day.
3. Violence that is linked to prejudice and intolerance victimizes entire communities leading to more violence and discrimination.
4. The tragic consequences of violence and the illegal use of alcohol and drugs by students are felt not only by students and such students' families, but by such students and communities and the Nation which can ill afford to lose such students' skills, talents and vitality.
5. Drug and violence prevention programs are essential components of a comprehensive strategy to promote school safety and reduce the demand for and use of drugs throughout the Nation.
6. Schools and local organizations and communities throughout the Nation have a special responsibility to work together to combat the growing epidemic of violence and illegal drug use and should measure the success of their programs against clearly defined goals and objectives.

WHEREAS, pursuant to 20 USC 7114(d), the United States Congress encourages law enforcement education partnerships including:

1. Comprehensive community-wide strategies to prevent or reduce illegal gang activities;
2. Supporting "safe zones of passage" for students between home and school through such measures as drug and weapon-free school zones, enhanced law enforcement and neighborhood patrols.

WHEREAS, that in order to successfully implement a school safety program for the Fairfield-Suisun Unified School District it must:

1. Be consistent with State and Federal legislative enactments;

2. Reflect the City's independent authority and justification for a decision to place police on school sites;
3. Reflect the distinction between the broad duties and responsibilities which are to be performed by City Police Officers, in lieu of District hired security guards, in that City Police Officers:
 - A. Have broader authority and powers than security guards possess;
 - B. Have more extensive experience in a wider range of circumstances related to the problems now facing City schools than security guards possess;
 - C. By virtue of their City police status, project a higher level of authority than security guards;
 - D. Provide an integrated working unit with other members of the City police department and law enforcement agencies in general, such as the District Attorney's Office and Probation Department;
 - E. Can be supervised and assigned in a coordinated and comprehensive manner by City police supervisors in relationship to other police officers and City services;
 - F. Can better support a coordinated City-wide program rather than merely focusing on "school-related" problems;
 - G. Can provide more effective deterrence of crime, through their presence and providing a high profile by:
 - Acting as role models;
 - Discouraging gang activities;
 - Discouraging drug and alcohol abuse;
 - Organizing efforts to drive drug dealers away from areas around the schools;
 - Working on safety issues.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Term.** This Agreement shall commence on July 1, 2016 and shall continue through the fiscal year until June 30, 2017, unless sooner terminated, as set forth in paragraph 6 of this Agreement.
2. **Payment.** The District shall pay the City, for police officer services rendered under this Agreement, and pursuant to Exhibit A, incorporated and made a part of this Agreement, two hundred fifty two thousand sixty six dollars and thirty nine cents (\$252,066.39). The payment is for the services of four School Resource Officers (SRO).

The City shall provide the SRO with the use and presence of a City police vehicle, including mileage, at no additional cost to the District. The City shall submit annual invoices to the District to the ATTN: Assistant Superintendent of Business, Fairfield/Suisun Unified School District, 2490 Hilborn Rd., Fairfield, CA 94534-1072.

3. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. The police officers who provide services under this Agreement shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The police officers rendering services under this Agreement shall not be employees of the District for federal or state tax purposes, or any other purpose. The City shall be responsible for tax withholding as requested by the police officers. Each police officer shall be solely responsible for payment of any tax liability arising out of that officer's compensation for services performed under this Agreement.

The District assumes no liability for workers' compensation for assigned police officers. The City shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for all police officers who render services under this Agreement. The District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the City to account for all of the above, and the City agrees to hold the District harmless from any liability for these taxes.

4. **Indemnification.**
 - A. The City shall defend, indemnify and hold harmless the District, its officers, agents and employees from any and all loss, including attorneys' fees, sustained by the District by virtue of any damages(s) to any person(s), firm or corporation

that may be injured by or to any property that may be damaged by the sole fault or negligence of the City, its officers, agents or employees.

B. The District shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all loss, including attorneys' fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or negligence of the District, its officers, agents or employees.

C. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any Party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

D. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence.

E. Each Party shall establish procedures to notify the other Party, where appropriate, of any claims or legal actions with respect to any of the matters described in this indemnification section.

5. **Insurance.** Prior to the commencement of services and during the term of this Agreement, the City shall provide the District with a current certificate of policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. The City shall also provide the District with a written endorsement to such certificate of policy naming the District as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." Any and all insurance coverage may be provided by a Joint Powers Authority or other self-insurance program.

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6. **Termination.** This Agreement may be terminated by either Party at any time

prior to the end of the term, with or without cause, upon delivery of a written *Notice of Intent to Terminate* to the other Party. Such notice shall be served by personal delivery or certified or first-class mail, postage prepaid, and shall be deemed received upon personal delivery or five (5) days after the mailing date, whichever is sooner. The date of termination shall be the date that is thirty (30) calendar days after the date on which the *Notice of Intent to Terminate* is received. In the event of termination, the District shall compensate the City for services rendered to the date of termination.

7. **Assignment.** This Agreement is for personal services to be performed by the City. Neither this Agreement nor any duties or obligations to be performed by the City under this Agreement shall be assigned without the prior written consent of the District. In the event of an assignment by the City to which the District has consented, the assignee or his, her or its legal representative shall agree in writing with the District to personally assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.** Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the fifth day of mailing if mailed to the Party to whom the notice is to be given, by first-class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

DISTRICT: Fairfield/Suisun Unified School District
2490 Hilborn Rd.
Fairfield, CA 94534-1072
ATTN: Michelle Henson, Assistant Superintendent of Business Services

CITY: City of Fairfield
1000 Webster Street
Fairfield, CA 94533
ATTN: Captain Randy Fenn

9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions, or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties.

10. **Binding on Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

11. **Severability.** Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. **Ratification of Board of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Fairfield-Suisun Unified School District, as evidenced by a motion of said board duly passed, and adopted, in compliance with the provisions of Education Code sections 35161 and 35163.

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT

BY: 
Michelle Henson, Assistant Superintendent of Business Services

CITY OF FAIRFIELD

BY: 
David A. White, City Manager

APPROVED AS TO FORM:

BY: 
Fairfield City Attorney



EXHIBIT A

PURPOSE

A prosperous future for the citizens of Fairfield depends, in large measure, upon the District's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the City of Fairfield Police Department (referred to as "City"), in collaboration with the Fairfield-Suisun Unified School District (referred to as "District"), conducts the School Resource Officer (SRO) Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment. The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

The program involves the assignment of a sworn police officer to a public school as a School Resource Officer (SRO). In accordance with staffing availability and the demonstrated needs of the school, the City will assign a SRO to the school(s) agreed upon within this Memorandum of Understanding.

With daily interaction between the school's administration and the SRO, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SRO and the school administrators, the scope of their authority, and the responsibilities of the District and City in this collaboration. The success of the SRO Program relies on effective communication between the SRO, the principal, and other key staff members in each organization.

ORGANIZATION RELATIONSHIPS

The SRO is directly accountable to the Youth Services Supervisor, and is functionally accountable to any Police Department supervisor who has responsibility for the task involved. The SRO has no direct supervisory responsibilities.

DUTIES AND RESPONSIBILITIES

SCHOOL RESOURCE OFFICER

- A. The SRO is a sworn City police officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and

discipline within their assigned school(s). The SRO will be maintaining safety, order and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

- B. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or to the Police Department. In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency line at the Police Department (428-7300) if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his/her return to duty.
- C. The SRO duty schedule will be determined by the SRO Supervisor, but will generally be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.
- D. The SRO shall wear the police uniform and operate a marked police patrol cruiser while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Police Department to students and staff.
- E. The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in laws relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F. The SRO may also become involved with the school's curriculum and provide instruction that will enhance the students' understanding of the police mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the SRO Supervisor for review and approval prior to presentation.
- G. SROs shall be responsible for monitoring the social and cultural environment to identify emerging youth gangs.
- H. When it is in the best interest of the Department and the school, SROs may make formal presentations to, or participate in, school-based community organization meetings such as Parent Teacher Association and School Advisory Council meetings. Participation in other activities such as panel discussions,

mentoring programs, and community coalitions or task forces must be approved, in advance, by the SRO Supervisor.

- I. Programs conducted in schools by other Divisions of the Police Department shall be coordinated with the SRO to avoid redundant services and to ensure equitable distribution of such programs and services.
- J. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SRO. Each SRO shall meet weekly or more frequently if necessary, with the assigned school principal for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- K. Other duties and responsibilities of the SRO include proper disposal of illegal substances recovered by the school and not needed for criminal prosecution, maintaining familiarity with the schools' student rules and regulations, attending and providing testimony at school disciplinary hearings, upon request.

TRAINING AND SUPERVISION

The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Police Department. A weekly meeting with the SROs shall be arranged, and the SRO Supervisor shall meet with the school principals at least twice per school year. To the extent that schedules permit, the initial SRO Supervisor/ Principal meeting should be held prior to the start of the school year and be devoted to reviewing school/Police Department expectations and clarifying any operational procedures. The second meeting should occur mid-year and involve a preliminary evaluation of the SRO's performance as well as the identification and resolution of any developing issues. The SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals are to be consulted prior to the selection of a new SRO to determine any special needs or concerns to be taken into consideration in selection of the SRO. The City shall be solely responsible for the training and supervision of each police officer who provides services to the District under this agreement. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

SCHOOL PRINCIPAL

It is the responsibility of the school principal to facilitate effective communication between the SRO and the school staff. The principal of the school should meet on a weekly basis with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

The school principal will designate a work area for the SRO that is equipped with a telephone. The SRO shall be provided school-based radio communications equipment used by school administrators and monitors. It is recommended that the area have a locked storage area for securing evidence or contraband. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.

The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either Party when needed to ensure adequate communication between the school and the Police Department. Upon request, the principal shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs and concerns of the particular school.

POLICE INVESTIGATION AND QUESTIONING

When conducting a investigation, SRO's will follow case and statutory law, as well as accepted criminal investigation procedures and department policy. With certain exceptions, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by the person suspected of a crime or destruction of evidence. All criminal and non-criminal contact with a student or faculty member during school hours by an investigating officer(s) should be coordinated through the SRO.

The SRO shall provide information to the appropriate investigative sections of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned school.

The principal shall be notified as soon as practical of any significant enforcement actions taken by the SRO or investigating officer(s).

ARREST PROCEDURES

School Resource Officers are expected to be familiar with school rules and their application with the school.

The following procedures should be adhered to where arrests of students or staff become necessary:

- A. The arrest of a student or school staff member with a warrant or petition should be coordinated through the SRO with prior notification to the principal and accomplished after school hours, when practical.
- B. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical.
- C. Persons whose presence on school grounds has been restricted or forbidden, or whose presence is in violation of the law, should be arrested for trespassing.
- D. Discretion and good judgment by the SRO may determine alternative action other than arrest.

SEARCH AND SEIZURE

The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

Any search by an officer shall be based upon probable cause and, when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed.

ADMINISTRATIVE HEARINGS

The SRO may attend suspension and/or expulsion hearings upon the request of the school principal. The SRO shall be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer. The SRO shall make available any physical evidence. Any evidence presented at any administrative hearing by the SRO is the responsibility of the SRO.

The SRO shall not provide any official police department juvenile record to the school during an administrative hearing. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

POLICE SERVICES

The City hereby agrees to provide to the District police services as described below:

A. Four fully uniformed police officer shall be assigned to work as School Resource Officer at the following District schools:

1. Fairfield High School, 205 E. Atlantic Ave., Fairfield, CA 94533-1626
2. Armijo High School, 824 Washington St., Fairfield, CA 94533-5541
3. Rodriguez High School, 5000 Red Top Rd., Fairfield, CA 94534-9527
4. Grange Middle School, 1975 Blossom Ave., Fairfield, CA 94533-8010
5. Green Valley Middle School, 1350 Gold Hill Rd., Fairfield, CA 94533-6422

One SRO will be assigned to each high school location (3 total). The SRO assigned to Rodriguez High School will also provide SRO services to Green Valley Middle School. One SRO shall be assigned to Grange Middle School.

The SRO assigned to the schools will make every effort to be on the campus before school, during the lunch period, and after school. When the SRO is not on campus or performing patrol duties, they will be expected to conduct truancy activities in and around their campus and the city.

The SRO will generally work a 4/10 schedule with Monday or Friday off and be available between 7:00am and 5:00pm. The officers working on Monday or Friday will be available to assist at other schools as needed if the matter cannot wait for the officer to return from his/her days off. If an emergency exists, the school staff should immediately call the Fairfield Police Department dispatch center (911) and request a patrol officer immediately.